

AVIATION

Transport Services

Agreement Between the UNITED STATES OF AMERICA and BOLIVIA

Amending the Agreement
of September 29, 1948,
as Amended

Effected by Exchange of Notes
Dated at La Paz June 28 and
August 23, 1988



BOLIVIA

Aviation: Transport Services

Agreement amending the agreement of September 29, 1948, as amended.

Effected by exchange of notes

Dated at La Paz June 28 and August 23, 1988;

Entered into force August 23, 1988.

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

*The Bolivian Minister of Foreign Relations and Worship to the
American Charge d'Affaires ad interim*

DGEA/1458

La Paz, junio 28 de 1.988

Señor Encargado de Negocios:

Tengo el honor de dirigirme a usted, con relación a las conversaciones sostenidas por el Ministerio de Aeronáutica de Bolivia con esa Honorable Embajada sobre la introducción del Artículo 6 BIS al Convenio de Transporte Aéreo firmado entre ambos Gobiernos el 29 de septiembre de 1.948, y cuyo texto sería el siguiente:

“Artículo 6 BIS

(A) En acuerdo con sus derechos y obligaciones bajo la ley Internacional, las partes contractuales, en sus relaciones mutuas, reafirman que su obligación para proteger la seguridad de la aviación civil contra actos ilícitos de interferencia forma una parte integral de este Acuerdo.

(B) Las partes contractuales se otorgarán bajo solicitud, toda la asistencia mutua necesaria para prevenir actos ilícitos de captura de aeronaves, y otros actos ilícitos contra la seguridad de los pasajeros, tripulación, aeronaves, aeropuertos y facilidades de aeronavegación y cualquier otra amenaza a la seguridad de la aviación.

(C) Las partes contractuales actuarán en conformidad con las provisiones establecidas por la Convención de Ofensas y Otros Actos Cometidos a Bordo de Aeronaves, firmado en Tokyo el 14 de Septiembre de 1.963, la Convención para la Supresión de Capturas Ilícitas de Aeronaves, firmado en la Haya el 16 de Diciembre de 1.970, y la Convención para la Supresión de Actos Ilícitos Contra la Seguridad de la Aviación Civil, firmado en Montreal el 33 de Septiembre de 1.971.

Al señor

D. David N. Greenlee

ENCARGADO DE NEGOCIOS a.i. DE LOS ESTADOS

UNIDOS DE AMERICA

P r e s e n t e

TIAS 11642

(D) Las partes contractuales, en sus relaciones mutuas, deberán actuar en conformidad con las provisiones de la seguridad de la aviación establecidas por la Organización Internacional de Aviación Civil y designados como Anexos a la Convención Internacional sobre Aviación Civil. Las partes contractuales deberán exigir que los operadores de aeronaves bajo sus registros u operadores que tienen sus principales oficinas o residencia permanente en sus territorios, y los operadores de aeropuertos en sus territorios, actúen en conformidad con tales provisiones de seguridad de aviación.

(E) Cada una de las partes contractuales acuerda, que todos los operadores de aeronaves sean advertidos a observar las disposiciones de seguridad aeronáutica establecidas en el anterior Párrafo (D) requerida por la otra parte contractual para entrar a, partir de, o mientras se encuentre en el territorio de la otra parte contractual. Cada una de las partes contractuales se asegurará de que medidas adecuadas sean efectivamente aplicables dentro de su territorio para proteger la aeronave y para inspeccionar pasajeros, tripulación, efectos personales, equipaje, carga y suministros de la aeronave antes y durante el embarque o carguío. Cada una de las partes contractuales adoptará, sin referencia a lo estipulado en el Párrafo (D), todas las medidas suplementarias razonables que puedan ser consideradas necesarias por la otra parte contractual para enfrentar una amenaza particular.

(F) Cuando un incidente o amenaza de incidente de la captura ilícita de una aeronave u otros actos ilícitos ocurriesen contra la seguridad de los pasajeros, tripulación, aeronaves, facilidades aeroportuarias y aeronavegación, las partes contractuales se colaborarán mutuamente facilitándose comunicaciones y otras medidas apropiadas dirigidas a terminar rápidamente y con seguridad tales incidentes o amenazas.

(G) Cuando una parte contractual tenga suficientes razones para creer que la otra parte contractual se haya alejado de las provisiones de seguridad de aviación de este Artículo, la parte contractual afectada podrá solicitar consultas inmediatas con la otra parte contractual. La imposibilidad de lograr un acuerdo satisfactorio dentro de los 15 días a partir de la fecha de tal solicitud constituirá suficiente razón de prueba para retener, revocar, limitar ó imponer condiciones en las autorizaciones operativas o permiso técnico de una aerolínea o aerolíneas de la otra parte contractual. Cuando una emergencia así lo requiera, cualquiera de las partes contractuales podrá tomar acción en el interín previo al vencimiento de los 15 días.”

Consiguientemente, me permito proponerle que la presente nota y la respuesta con el mismo tenor, constituyan un Acuerdo formal sobre la modificación del Convenio de referencia, el que entrará en vigencia en la fecha de la nota de respuesta de su Señoría.

Con este motivo, hago propicia la oportunidad para reiterar a Su Señoría, las seguridades de mi más alta y distinguida consideración.

Subsecretario General de
Relaciones Exteriores

TRANSLATION

DGEA 1458

La Paz, June 28, 1988

Sir:

I have the honor to refer to the discussions between the Ministry of Aeronautics of Bolivia and the Embassy on the insertion of Article 6 BIS into the Air Transport Agreement signed by both governments on September 29, 1948, which reads as follows:

[For text, see U.S. note pp. 6-8.]

Consequently, I propose that this note and the like response constitute a formal agreement on the amendment of the above-mentioned Agreement, which will enter into force on the date of your note in reply.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

[Illegible stamp]

David N. Greenlee,
Chargé d'Affaires a.i. of
the United States of America,
La Paz.

*The American Charge d'Affaires ad interim to the Bolivian
Minister of Foreign Relations and Worship*

La Paz, August 23, 1988

No. 192

Excellency:

I have the honor to refer to Note DGEA/1458 of June 28, 1988, signed, in your absence from Bolivia, by the General Subsecretary of Foreign Relations Jorge Gumucio, concerning the insertion of an amendment to the Air Transport Agreement between the Government of the United States of America and the Government the Republic of Bolivia signed at La Paz on September 29, 1948, as amended.¹

The Government of the United States proposes that the following paragraph "Article 6 BIS" shall be added after existing "Article 6".

"ARTICLE 6 BIS

(A) In accordance with their rights and obligations under international law, the contracting parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this agreement.

(B) The contracting parties shall provide upon request, all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.

His Excellency

Doctor Guillermo Bedregal Gutiérrez
Minister of Foreign Relations and Worship
of the Republic of Bolivia

¹ TIAS 5507, 6340; 14 UST 2209; 18 UST 2362.

(C) The contracting parties shall act in conformity with the provisions of the convention on offenses and certain other acts committed on board aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts Against the Safety of Civilian Aviation, signed at Montreal on 23 September 1971.¹

(D) The contracting parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation.² The contracting parties shall require the operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory and operators of airports in their territory to act in conformity with such aviation security provisions.

(E) Each contracting party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in Paragraph (D) above required by the other contracting party for entry into, departure from, or while within, the territory of that other contracting party. Each contracting party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading. Each contracting party shall adopt, without reference to that stipulated in Paragraph (D), all reasonable supplementary measures which may be considered necessary by the other contracting party to meet a particular threat.

(F) When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the contracting parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

(G) When a contracting party has reasonable grounds to believe that the other contracting party has departed from the aviation security provisions of this Article, that contracting party may request immediate consultations with the other contracting party. Failure to reach a satisfactory agreement within 15 days from the date of such request will constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other contracting party. When required by an emergency, a contracting party may take interim action prior to the expiration of 15 days.”

¹ TIAS 6768, 7192, 7570; 20 UST 2941; 22 UST 1641; 24 UST 564.

² TIAS 1591; 3 Bevans 944.

If this proposal is acceptable to Your Excellency's Government, I propose that this note, together with Your Excellency's note in reply, therefore shall constitute an agreement between the two Governments which shall enter into force on the date of Your Excellency's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.